# Exhibit F

From: Joseph Saltiel

Sent: Monday, October 31, 2022 2:42 PM

To: Nick Woloszczuk

**Cc:** Eugene Hahm; Eric Findlay; bcraft@findlaycraft.com; Barry Irwin;

BShelton@winston.com; Arthur Wellman

**Subject:** RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 -

SERVICE EMAIL

Nick,

I am writing to follow up on open document production issues that are noted below as it seems we had a different understanding from our meet and confer. In addition to the topics noted below, we understand that you are looking into the issues we raised regarding Interrogatory Nos. 12 and 14, as well as information related to the license agreement produced.

<u>Invention</u>: We thought that Reparify was going to produce documents responsive to these requests by Friday, October 28, 2022 (aside from source code and related documents that would be provided once a source code agreement is entered). In your October 25 email, you indicated instead that Repairify expected to begin production of these documents by October 28 (as opposed to making a complete production aside from source code.) On October 28, we did not receive any documents from Repairify or any indication of when we can expect to receive such documents.

<u>Document Request Nos. 19, 31-34 (financial information, marketing, etc.):</u> Again, we thought that Repairify was going to produce documents responsive to these requests by Friday, October 28, 2022. In your October 25 email, you indicated that you are working on obtaining marketing and advertising documents and would provide an update by October 28 when you thought a production would be forthcoming. You did not provide the update as promised.

With respect to itemized sales data, if Repairify does not intend to seek lost profits and/or injunctive relief, then Elitek will not continue to seek such information. In Repairify's interrogatory responses, however, Repairify does not state that it is not seeking lost profits and/or injunctive relief. Instead, the responses merely state that Repairify is unaware of a factual bases to pursue either and reserves its rights to amend its responses. As long as Repairify is going to reserve its rights to seek lost profits and/or injunctive relief, then Repairify will need to provide the financial data requested, including itemized sales data.

<u>Document Request Nos. 10, 13, 16, 23, 30 (assignments, licenses, and agreements):</u> Your October 25 email indicated that you were going to provide us an update by October 28 regarding whether Repairify has a copy of Annex 1. We did not receive an update.

<u>Document Request Nos. 42 (AirPro Litigation):</u> We understood that Repairify was going to produce responsive documents by Friday, October 28, 2022. In your October 25 email, you acknowledged that and noted that you will provide an update by October 28 if anything changes. We did not receive any such production or an update.

<u>Document Request Nos. 4, 20, 23-24 (patentability, validity, scope, enforceability of the asserted patents):</u> In your October 25 email, you state that Repairify made a partial production of documents related to the prosecution of foreign counterparts and expected to complete that production by October 28 or provide an update. After your email on October 25, we received additional documents related to foreign counterparts, but we did not receive any indication as to whether there are any additional documents relating to the foreign prosecution of any counterpart applications or if Repairify's production is complete regarding foreign counterparts. Please confirm.

<u>Document Request No. 41 (prior testimony)</u>: In your October 25 email, you stated that Repairify would produce any responsive documents by October 28 or provide an update if anything changes. Repairify did neither.

If Repairify is unable to provide the documents (and confirmations) identified above shortly or at least provide a date certain as to when it will provide these documents, we intend to raise these issues with the court. Please advise.

Thank you,

Joe Saltiel Irwin IP LLC

## jsaltiel@irwinip.com

312-667-6283 – office 630-841-0512 – mobile

From: Nick Woloszczuk < nwoloszczuk@prangerlaw.com>

**Sent:** Thursday, October 27, 2022 8:52 AM **To:** Joseph Saltiel < jsaltiel@irwinip.com>

Cc: Eugene Hahm <ehahm@prangerlaw.com>; Eric Findlay <efindlay@findlaycraft.com>; bcraft@findlaycraft.com; Barry

Irwin <br/>
Subject: Re: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

## //EXTERNAL//

Understood, thank you for the clarification. We'll investigate and get back to you.

From: Joseph Saltiel < jsaltiel@irwinip.com > Sent: Thursday, October 27, 2022 6:49:21 AM

To: Nick Woloszczuk < nwoloszczuk@prangerlaw.com >

**Cc:** Eugene Hahm <<u>ehahm@prangerlaw.com</u>>; Eric Findlay <<u>efindlay@findlaycraft.com</u>>; <u>bcraft@findlaycraft.com</u>>; <u>bcraft@findlaycraft.com</u>>; <u>BShelton@winston.com</u>>; <u>BShelton@winston.com</u>>;

Arthur Wellman < AWellman@prangerlaw.com >

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

[CAUTION: EXTERNAL EMAIL]

Nick,

To clarify, my email below was referring to the agreement produced at RPFY003875-3895, not the asset purchase agreement. That agreement refers to several exhibits and schedules (Exhibits 1 and 2, and Schedules B, C, and G) that were not produced. Likewise, our request for related documents, such as royalty reports, price lists, or documents that identify the fees paid, retail price or revenue associated with any fees paid by any parties to the agreement, was with respect to the agreement produced at RPFY003875-3895, not the asset purchase agreement. This information would be useful to have especially if the parties are going to explore a resolution to this matter.

Thank you,

Joe Saltiel Irwin IP LLC

jsaltiel@irwinip.com

312-667-6283 – office

630-841-0512 mobile

From: Nick Woloszczuk < nwoloszczuk@prangerlaw.com >

**Sent:** Wednesday, October 26, 2022 6:29 PM **To:** Joseph Saltiel < isaltiel@irwinip.com>

**Cc:** Eugene Hahm < <a href="mailto:ehahm@prangerlaw.com">ehahm@prangerlaw.com</a>>; Eric Findlay < <a href="mailto:efindlaycraft.com">efindlaycraft.com</a>>; <a href="mailto:bcraft@findlaycraft.com">bcraft@findlaycraft.com</a>; <a href="mailto:bcraft@findlaycraft.com">bcraft@findlaycraft.com</a

Irwin <a href="mailto:line">
<a href="mailto:

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

//EXTERNAL//
Joe,

We are looking into whether a complete version of the asset purchase agreement is within Repairify's possession/custody/control. We'll update you when you have more information. And we will also get you a response to your email below about Interrogatories 12 and 14.

Best,

Nick Woloszczuk
Of Counsel | Pranger Law PC
88 Guy Place, Suite 405 | San Francisco, California 94105
Tel +1 415-885-9800 Bio | VCard | LinkedIn



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From: Joseph Saltiel < <u>isaltiel@irwinip.com</u>>
Sent: Wednesday, October 26, 2022 1:54 PM

To: Nick Woloszczuk < nwoloszczuk@prangerlaw.com >

**Cc:** Eugene Hahm < <a href="mailto:ehahm@prangerlaw.com">ehahm@prangerlaw.com</a>>; Eric Findlay < <a href="mailto:efindlaycraft.com">efindlaycraft.com</a>>; <a href="mailto:bcraft@findlaycraft.com">bcraft@findlaycraft.com</a>; <a href="mailto:bcraft@findlaycraft.com">bcraft@findlaycraft.com</a

Irwin < <a href="mailto:birwin@irwinip.com">birwin@irwinip.com</a>>; <a href="mailto:BShelton@winston.com">BShelton@winston.com</a>; Arthur Wellman < <a href="mailto:AWellman@prangerlaw.com">AWellman@prangerlaw.com</a>> <a href="mailto:Subject: RE: Repairify">Subject: RE: Repairify</a>, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

[CAUTION: EXTERNAL EMAIL]

Nick,

I am writing to follow up on my email below. With respect to the agreement that was produced by Repairify, we note that it appears to be missing several pages, for example, Exhibits 1 and 2, and Schedules B, C, and G. Please produce the entire agreement. To the extent the entire agreement does not exist, please confirm. Also, if there are other documents related to the agreement such as any royalty reports, price lists, or documents that identify the fees paid, retail price or revenue associated with any fees paid by any parties to the agreement, we request that Repairify produce those documents as well.

Thank you,

Joe Saltiel Irwin IP LLC

## jsaltiel@irwinip.com

312-667-6283 – office 630-841-0512 – mobile

From: Joseph Saltiel < <u>jsaltiel@irwinip.com</u>>
Sent: Tuesday, October 25, 2022 4:33 PM

To: Nick Woloszczuk < nwoloszczuk@prangerlaw.com >

**Cc:** Eugene Hahm < <a href="mailto:ehahm@prangerlaw.com">ehahm@prangerlaw.com</a>>; Eric Findlay < <a href="mailto:efindlaycraft.com">efindlaycraft.com</a>>; <a href="mailto:bcraft@findlaycraft.com">bcraft@findlaycraft.com</a>; <a href="mailto:barry">Barry</a>

Irwin < <a href="mailto:birwin@irwinip.com">birwin@irwinip.com</a>>; <a href="mailto:BShelton@winston.com">BShelton@winston.com</a>; Arthur Wellman < <a href="mailto:AWellman@prangerlaw.com">AWellman@prangerlaw.com</a>> <a href="mailto:Subject">Subject</a>: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

Nick,

Thank you for the clarification. To follow up regarding Repairify's interrogatory responses (as noted below), we believe that there are still some outstanding issues.

Interrogatory No. 12 (marking) — We originally raised this issue in September and discussed it at our meet and confer of September 13. Specially, Repairify response to this interrogatory is non-responsive in that it does not state whether Repairify contends that it has satisfied its duty to mark. To the extent, that Repairify does not contend that it has satisfied its duty to mark under 35 U.S.C. 287, its response should state that. Please confirm that Repairify will supplement its response to provide the information requested.

Interrogatory No. 14 (identification of individuals involved in prosecution) – While Repairify's amended responses identifies individuals that "had some involvement related to the filings and/or prosecution of the Asserted Patents and/or U.S. Application No. 14/219,183," Repairify's response does not indicate which applications those individuals were involved with, the time period of their involvement, or their role as requested by the interrogatory. Please confirm that Repairify will supplement its response to provide the information requested.

Thank you,

Joe Saltiel Irwin IP LLC

#### isaltiel@irwinip.com

312-667-6283 – office 630-841-0512 – mobile

From: Nick Woloszczuk < nwoloszczuk@prangerlaw.com >

Sent: Tuesday, October 25, 2022 4:07 PM

To: Joseph Saltiel <isaltiel@irwinip.com>; Arthur Wellman <AWellman@prangerlaw.com>

 $\textbf{Cc:} \ \ \textbf{Eugene Hahm} < \underline{\textbf{ehahm@prangerlaw.com}} > ; \ \underline{\textbf{Eric Findlay@findlaycraft.com}} > ; \ \underline{\textbf{bcraft@findlaycraft.com}} > ;$ 

Irwin <birwin@irwinip.com>; BShelton@winston.com

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

//EXTERNAL//
Joe,

## Case 6:21-cv-00819-ADA Document 102-6 Filed 06/09/23 Page 6 of 10

Thank you for your email. I write to clarify what Repairify's positions are and what we have agreed to do.

## **Document Request Nos. 5, 11, 12, 43, 49**

We did not represent that we would produce documents responsive to each of these requests by 10/28. Rather, we said that by 10/28, we expected to begin producing technical documents for Repairify products that Repairify has contended practice one or more claims of the Asserted Patents. You are correct that we discussed the need to have a source code agreement in place before certain technical documents or source code can be produced.

#### Document Request Nos. 19, 31-34:

As you noted, we produced a document containing additional Repairify financials on 10/21. That document includes more than just general company financial information. We did not represent that additional sales and marketing information will be produced on October 28. Rather, we said that we are working on obtaining marketing and advertising documents and would provide an update this week on when we think a production would be forthcoming. We will have that update to you in the next few days. We look forward to hearing from you as to whether Elitek will be seeking itemized sales data.

## Document Request Nos. 10, 13, 16, 23, 30

Repairify can confirm that for these RFPs Repairify has performed a reasonable search for documents responsive to the scope set forth in Repairify's responses and objections and is not withholding any additional responsive documents. We are still investigating whether Repairify has a copy of Annex 1 to the asset purchase agreement, and we will update you again this week.

# **Document Request Nos. 42:**

We stated that we would produce documents responsive to the scope set forth in Repairify's responses and objections by 10/28. We will provide an update by 10/28 if anything changes.

## Document Request Nos. 4, 20, 23-24

We stated that we would produce documents concerning the prosecutions of foreign counterpart patents that are within the scope set forth in Repairify's responses and objections by 10/28. Repairify made a partial production of such documents on 10/24 and expects to complete that production by 10/28. We will provide an update by 10/28 if anything changes.

## **Document Request No. 26 (notice letter):**

As you noted, we did produce this letter on 10/21.

## **Document Request No. 41:**

We did state that we are not aware of any testimony from the Repairify v. Airpro litigation that is related to the asserted patents and/or the asTech products. Further, we stated that we would produce documents responsive to the scope set forth in Repairify's responses and objections by 10/28. We will provide an update on 10/28 if anything changes

Best,

Nick

Nick Woloszczuk
Of Counsel | Pranger Law PC
88 Guy Place, Suite 405 | San Francisco, California 94105
Tel +1 415-885-9800 Bio | VCard | LinkedIn



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From: Joseph Saltiel < <u>jsaltiel@irwinip.com</u>>
Sent: Monday, October 24, 2022 3:07 PM

To: Arthur Wellman < AWellman@prangerlaw.com >

**Cc:** Eugene Hahm <<u>ehahm@prangerlaw.com</u>>; Eric Findlay <<u>efindlay@findlaycraft.com</u>>; <u>bcraft@findlaycraft.com</u>>; <u>bcraft@findlaycraft.com</u>>; <u>Debby Gunter <<u>dgunter@findlaycraft.com</u>>; Barry Irwin <<u>birwin@irwinip.com</u>>; <u>BShelton@winston.com</u>; Nick</u>

Woloszczuk < nwoloszczuk@prangerlaw.com >

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

## [CAUTION: EXTERNAL EMAIL]

## Arthur,

I am writing to follow up on our meet and confer from last Wednesday, October 19. Please let me know if my understanding is incorrect.

<u>Invention</u>: We understand that Reparify will produce documents responsive to these requests by Friday, October 28, 2022. We further understand that there may be additional design documents and source code that have been collected and that are responsive to these requests, and those documents will be produced upon entry of a source code agreement. We have the draft protective order you sent that includes a source code agreement. We will send you our comments on that shortly.

<u>Document Request Nos. 19, 31-34 (financial information, marketing, etc.)</u>: You stated that Repairify would produce additional financial documents on Friday, October 21, 2022, which we received. The document produced appears to be related to general company financial information. We understand that additional sales and marketing information will be produced on October 28. We also agreed to review Repairify's supplemental interrogatory responses on damages, which were served on Friday October 21 as well, to determine if Elitek would be seeking itemized sales data. We are reviewing those responses, and we will get back to you.

<u>Document Request Nos. 10, 13, 16, 23, 30 (assignments, licenses, and agreements)</u>: You identified that there is one relevant agreement, which was produced on Friday October 21, 2022. Please confirm that Repairify does not have any additional responsive documents to these requests that it has not already produced. You also stated that you were looking into whether you had a copy of Annex 1 to the asset purchase agreement. Please let us know if you were able to locate it.

<u>Document Request Nos. 42 (AirPro Litigation):</u> Our understanding is that you are still reviewing these materials and will produce any non-public documents relevant to the asserted patents and/or asTech products and that any such documents will be produced by October 28.

## 

<u>Document Request Nos. 4, 20, 23-24 (patentability, validity, scope, enforceability of the asserted patents):</u> Our understanding is that Repairify will produce documents responsive to these requests, including the foreign counterpart prosecution histories (and any existing translations) by October 28.

<u>Document Request No. 26 (notice letter):</u> You identified a notice letter response to this request that was produced on October 21.

<u>Document Request No. 41 (prior testimony)</u>: You stated that there may not be any such testimony related to the asserted patents and/or asTech products, but you would review and produce any such documents by October 28. Please let us know.

You also stated that you would serve amended responses to Elitek's discovery requests and interrogatories to address the other issues from my October 7 letter. We received those amended responses on Friday. We are reviewing them and will follow up with you separately.

Thank you,

Joe Saltiel Irwin IP LLC

## jsaltiel@irwinip.com

312-667-6283 office 630-841-0512 – mobile

From: Joseph Saltiel < jsaltiel@irwinip.com > Sent: Monday, October 17, 2022 4:44 PM

To: Arthur Wellman < AWellman@prangerlaw.com >

**Cc:** Eugene Hahm < <a href="mailto:ehahm@prangerlaw.com">ehahm@prangerlaw.com</a>; Eric Findlay < <a href="mailto:efindlaycraft.com">efindlaycraft.com</a>; Barry Irwin < <a href="mailto:birwin@irwinip.com">birwin@irwinip.com</a>; BShelton@winston.com; Nick Woloszczuk <a href="mailto:nwoloszczuk@prangerlaw.com">nwoloszczuk@prangerlaw.com</a>>

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

Arthur,

Let's plan for 5 p.m. central / 3 p.m. pacific on Wednesday.

Thank you,

Joe Saltiel Irwin IP LLC

## jsaltiel@irwinip.com

312-667-6283 – office 630-841-0512 – mobile

From: Arthur Wellman < AWellman@prangerlaw.com>

**Sent:** Monday, October 17, 2022 4:10 PM **To:** Joseph Saltiel < <u>isaltiel@irwinip.com</u>>

**Cc:** Eugene Hahm < <a href="mailto:ehahm@prangerlaw.com">ehahm@prangerlaw.com</a>; Eric Findlay < <a href="mailto:efindlaycraft.com">efindlaycraft.com</a>; Barry Irwin < <a href="mailto:birwin@irwinip.com">birwin@irwinip.com</a>; BShelton@winston.com; Nick Woloszczuk <a href="mailto:nwoloszczuk@prangerlaw.com">nwoloszczuk@prangerlaw.com</a>>

Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

//EXTERNAL// Hi, Joe,

Sorry for the delay in the response. We did send you information on the issues raised last week, and also made a substantial production. I had a medical issue last week. I am on the mend. We can meet to discuss Wednesday afternoon at 4 p.m. or thereafter your time, 2 p.m. PDT. I look forward to speaking with you. Best, Arthur

Arthur A. Wellman, Jr.
Partner | Pranger Law PC
88 Guy Place, Suite 405 | San Francisco, California 94105
Tel +1 415-885-9800 Bio | VCard | LinkedIn



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From: Joseph Saltiel < <u>jsaltiel@irwinip.com</u>>
Sent: Monday, October 17, 2022 9:53 AM

To: Arthur Wellman < A Wellman@prangerlaw.com >

Cc: Eugene Hahm < ehahm@prangerlaw.com >; Eric Findlay < efindlay@findlaycraft.com >; bcraft@findlaycraft.com;

Debby Gunter < dgunter@findlaycraft.com >; Barry Irwin < birwin@irwinip.com >; BShelton@winston.com Subject: RE: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

[CAUTION: EXTERNAL EMAIL]

Arthur,

We would like to have a meet and confer with lead counsel to discuss the issues raised in my October 7 letter. We are available tomorrow 10/18 from 10-11:30 central or after 3 p.m. We are also available Wednesday 10/19 from 9-10:30 central or after 4 p.m. Please let us know what time works.

Thank you,

Joe Saltiel Irwin IP LLC

jsaltiel@irwinip.com

312-667-6283 – office 630-841-0512 – mobile

## 

From: Gloria Rios < <a href="mailto:grios@irwinip.com">grios@irwinip.com</a>>
Sent: Friday, October 7, 2022 3:12 PM

To: Arthur Wellman < AWellman@prangerlaw.com>

**Cc:** Eugene Hahm <<u>ehahm@prangerlaw.com</u>>; Eric Findlay <<u>efindlay@findlaycraft.com</u>>; <u>bcraft@findlaycraft.com</u>; Debby Gunter <<u>dgunter@findlaycraft.com</u>>; Barry Irwin <<u>birwin@irwinip.com</u>>; Joseph Saltiel <<u>jsaltiel@irwinip.com</u>>;

Daniel Sokoloff < dsokoloff@irwinip.com >; BShelton@winston.com

Subject: Repairify, Inc. v. Keystone Automotive Industries, Inc. et al, No. 21-cv-00819 - SERVICE EMAIL

Counsel,

Please find the attached correspondence sent on behalf of Mr. Joseph Saltiel in the above-referenced matter. Thank you

Best regards,

Gloria Rios | Paralegal

# **Irwin IP LLC**

Intellectual Property Litigation 150 N. Wacker Drive | Suite 700 | Chicago, IL 60606 Direct 312.667.6293 | Mobile 312.388.7031 grios@irwinip.com | www.irwinip.com

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